

PUBLIC NOTICE: LPRSA SAMPLE DISPOSAL SET FOR JUNE 5, 2015

PLEASE TAKE NOTICE THAT, the Lower Passaic River Study Area (LPRSA) Cooperating Parties Group (hereinafter CPG) has been working cooperatively with EPA pursuant to two agreements: Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study, CERCLA Docket No. 02-2007-2009 and Administrative Settlement Agreement and Order on Consent for Removal Action, CERCLA Docket No. 02-2012-2015 (hereinafter the "AOCs").

Pursuant to the AOCs, the CPG has collected sediment, surface water and fish tissue samples within the LPRSA, pursuant to EPA-approved work plans and under EPA oversight. The CPG has analyzed many of the samples, using EPA-approved methodologies, and has data confirming the results of the analyses. The data can be found at <http://passaic.sharepointspace.com>.

The CPG hereby provides notice that it plans to dispose of certain samples, as described herein, unless another entity takes custody of those samples, in accordance with the terms of this notice.

1. The CPG intends to dispose of certain sediment and tissue samples, as described herein, which were collected by the CPG between 2009 and 2012 during the course of their work related to the AOCs.

2. The sediment samples include approximately 1,232 containers of various sizes, such as 40 mL vials, 2-16 oz jars, and 2-5 gal buckets. The tissue samples include approximately 6,355 fish and benthic invertebrates, ranging from small worms to a variety fish species. The sediment and tissue samples are presently housed in controlled storage units under contract with the following analytical laboratories:

- Alpha Analytical, Mansfield, MA;
- ALS-CAS, Kelso, WA;
- Brooks Rand Labs, Seattle, WA;
- EcoAnalysts, Moscow, ID;
- EnviroSystems, Hampton, NH;
- Maxxam Analytics, Mississauga, Ontario;
- SGS-Analytical Perspectives, Wilmington, NC.

3. A list of the sediment and tissue sample IDs associated with the stored samples that will be discarded is available at <http://www.lowerpassaiccpg.com>.

4. Each of the samples is beyond the "maximum holding time" as noted in the approved Quality Assurance Project Plans: Surface Sediment Chemical Analyses and Benthic Invertebrate Toxicity and Bioaccumulation Testing, October 2009 and Fish and Decapod Crustacean Tissue Collection for Chemical Analysis and Fish Community Survey, August 2009 and associated addendums. The maximum holding time is the period of time following collection of the sample following which the sample will be unable to provide viable results. As a result, the CPG does not warrant any individual sample's ability to provide viable results. In fact, the CPG does not believe analysis of the samples is appropriate since they are beyond the

Sampling Retention Date, and the CPG specifically reserves the right to argue in any forum that samples which exceed the maximum holding time are not viable for purposes of analysis, or that the results of any analysis performed on such sample are flawed and/or unreliable.

5. The samples include duplicates and tissue samples that were not analyzed. The CPG has retained the results and data from the analyzed samples. Those data can be found on <http://passaic.sharepointspace.com>. The raw data have also been provided to EPA on CDs. If a party desires copies of the CDs, the cost of production of those CDs shall be borne by the interested party.

6. The samples will be disposed of on June 5, 2015, unless the individual identified in Paragraph 9 receives written notice on or before June 4, 2015, that: (1) the interested party is willing to take ownership and custody of the samples; and (2) the interested party is willing to execute an Ownership and Custody Agreement, per Paragraph 7.

7. The CPG has prepared an Ownership and Custody Agreement, which contains reasonable terms for transferring ownership and custody of the samples to the interested party. The terms of the Ownership and Custody Agreement are non-negotiable. According to the terms of the Ownership and Custody Agreement, those interested parties who seek to obtain the samples agree to accept responsibility for the transportation, care, storage, handling, maintenance, chain of custody, notice of later testing, and ultimate disposal of the samples. The Ownership and Custody Agreement will also provide a date certain for the interested party to remove the samples from the controlled storage units or otherwise take responsibility for payment of storage fees to Alpha Analytical, ALS-CAS, Brooks Rand Labs, EcoAnalysts, EnviroSystems, and Maxxam Analytics. For purposes of full disclosure, monthly storage fees currently run \$23,650. A copy of the Ownership and Custody Agreement will be provided to an interested party upon the CPG's receipt of the notice identified in Paragraph 6. The Ownership and Custody Agreement must be executed and returned within 30 days of the CPG's receipt of the notice identified in Paragraph 6. The CPG reserves its right to assert that any person or party that does not request an Ownership and Custody Agreement, or requests the Ownership and Custody Agreement but does not execute and return it within 30 days, waived any claims or arguments regarding the transfer or disposal of the samples by the CPG.

8. In the event that more than one party submits a request for samples, preference will be given first to federal agencies, then to state agencies, then to private parties. In the event more than one private party demonstrates an interest in obtaining samples, the samples will be provided on a first come, first serve basis. The CPG reserves all rights regarding the transfer of the samples.

9. If you are interested in obtaining ownership and custody of the samples, please provide written notice in accordance with Paragraph 6 to William H. Hyatt, Jr., One Newark Center, Tenth Floor, Newark, New Jersey 07102. Again, written notice must be received on or before June 4, 2015.